

NOTIFICATION OF ADDENDUM

ADDENDUM NO. 1

DATED 5/29/2013

Control	6258-50-001
Project	RMC - 625850001
Highway	IH0010
County	EL PASO

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: RMC - 625850001

CONTROL: 6258-50-001

COUNTY: EL PASO

LETTING: 06/05/2013

REFERENCE NO: 0529

PROPOSAL ADDENDUMS

☐ PROPOSAL COVER

☐ BID INSERTS (SH. NO.:

X GENERAL NOTES (SH. NO.: SHEET A

X SPEC LIST (SH. NO.: 1-2

X SPECIAL PROVISIONS:

ADDED: 003-030

DELETED:

☐ SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

☐ OTHER:

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

ADDED SPECIAL PROVISION 003---030; AWARD & EXECUTION OF CONTRACT.

DELETED MANDATORY PRE-BID MEETING FROM SHEET A OF THE GENERAL NOTES AND SHEET 4 OF PLANS.

County: El Paso

Control: 62585001

Highway: Various - West Region

GENERAL NOTES:

Plans:

This project includes plan sheets that are not part of the bid proposal. Plans are available and should be obtained on-line or from one of the reproduction firms listed in the Notice to Contractors. Views plans on-line or download from the web at <http://www.txdot.gov/business/plansonline/plansonline.htm>

Basis of Estimate Sheets and additional notes are found in the plans.

Award:

Each contract awarded by TxDOT stands separate from other contracts. A contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process any or all contracts at the same time.

Pre-work meeting:

Prior to beginning work, a conference will be held between the Contractor and the Engineer at a site and time selected by the Engineer. In this meeting the Contractor will outline their proposed procedures for accomplishing the work required of the contract. In addition, both the Contractor and the Engineer will identify the individuals involved in the contract and their respective duties.

Start date:

The contractor shall assume all responsibility for maintenance, operation and repair of the contracted rest areas as outlined in this contract on August 1, 2013 at 12:01 a.m.

Extension:

This contract shall commence upon the issuance of a work order and continue for a period of 48 months. The contract may be extended in 48-month increments for a maximum of 1 extension. Extension will include maintenance, operation and repair.

Project Engineer:

Bob Seyvani, P.E.
150 E. Riverside Drive, 5N
Austin, TX 78704
(512) 416-2477

CONTROL : 6258-50-001
PROJECT : RMC - 625850001
HIGHWAY : IH0010
COUNTY : EL PASO

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION JUNE 1, 2004.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED
HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"
(000---011)

SPECIAL PROVISION "PARTNERING" (000--2329)

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--2332)

SPECIAL PROVISION "NONDISCRIMINATION" (000--2607)

SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS"
(000--2711)

SPECIAL PROVISION TO ITEM 1 (001---015)

SPECIAL PROVISION TO ITEM 2 (002---017)

SPECIAL PROVISIONS TO ITEM 3 (003---023)(003---030)(003---033)

SPECIAL PROVISION TO ITEM 4 (004---017)

SPECIAL PROVISION TO ITEM 5 (005---004)

SPECIAL PROVISIONS TO ITEM 6 (006---030)(006---047)

SPECIAL PROVISION TO ITEM 7 (007---918)

SPECIAL PROVISIONS TO ITEM 9 (009---012)(009---015)

SPECIAL SPECIFICATIONS:

ITEM 7641 REST AREA TOTAL MAINTENANCE, OPERATION AND REPAIR

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-
CATIONS FOR THIS PROJECT.

SPECIAL PROVISION

003---030

Award and Execution of Contract

For this project, Item 003, "Award and Execution of Contract," of the Standard Specifications, is amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed.

Article 3.4. Execution of Contract, Section B, Bonds. The first sentence is voided and replaced by the following:

Executed payment bond and performance bond with powers of attorney attached in an amount equal to the amount to be paid the Contractor during the term of the bond and be for a term of 2 years, renewable annually in 2-year increments. See following for sample of two year bonds.

**SPECIAL PERFORMANCE BOND FOR
ROUTINE MAINTENANCE CONTRACT**

CONTRACT NO. 0X0XX00X
COUNTY XXXXXX
BOND NO _____

KNOW ALL PERSONS BY THESE PRESENTS: That CONTRACTOR NAME, as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas (Owner), in the penal sum of DOLLARS SPELLED OUT AND 31/00 dollars (\$X,XXX,XXX.XX) to be paid to the State of Texas, and we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, attached hereto and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, under the law the Principal is required before commencing the work provided for in the contract to execute a bond securing the Principal's performance under the contract;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or its heirs, administrators, executors, successors, or assigns shall faithfully perform the work in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Owner from all costs and damages that Owner may suffer by reason of **PRINCIPAL'S** default, and fully reimburse and repay Owner all outlay and expense that Owner may incur in making good such default, then this obligation shall be void; otherwise it shall remain in full force and effect for two years from the date of execution, renewable annually in two-year increments.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 223 of the Transportation Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statutes to the same extent as if each were copied at length herein. This bond will be in an amount equal to the amount to be paid the principal during the term of the bond and be for a term of two years, renewable annually in two-year increments.

Surety(s), for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, to the plans, specifications, or drawings, or to the work to be performed thereunder, unless otherwise specified in the contract. In the case of default by the Principal, Owner, shall not require Surety to renew the bond.

WITNESS our hand this, _____ day of _____, 20____.

CONTRACTOR NAME

SURETY (Print Firm Name and Seal)

By: _____
(Title)

*By: _____
(Title)

By: _____
(Title)

SURETY (Print Firm Name and Seal)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*By: _____
(Title)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**

This form has been approved by the ATTORNEY GENERAL OF TEXAS.

**SPECIAL PAYMENT BOND FOR
ROUTINE MAINTENANCE CONTRACT**

CONTRACT NO. 0X0XX00X
COUNTY XXXXX
BOND NO _____

KNOW ALL PERSONS BY THESE PRESENTS: That CONTRACTOR NAME, as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas (Owner), in the penal sum of DOLLAR AMOUNT SPELLED OUT AND 31/00 dollars (\$X,XXX,XXX.XX) to be paid to the State of Texas, and we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **PRINCIPAL** is required before commencing the work provided for in said contract to execute a bond solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Principal or a subcontractor to supply labor or material in the prosecution of the work provided for in said contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and Chapter 223 of the Transportation Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statutes to the same extent as if each were copied at length herein. This bond will be in an amount equal to the amount to be paid the principal during the term of the bond and be for a term of two years, renewable annually in two-year increments.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **SURETY(S)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect for two years from the date of execution, renewable annually in two-year increments.

In the case of default by the Principal, Owner, shall not require Surety to renew the bond.

WITNESS our hand this, _____ day of _____, 20____.

CONTRACTOR NAME

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

By: _____
(Title)

By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

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